

ALTAVIA HTT

Wed 17/01/24

GB93BARC20430430551163

Our VAT N° GB828311732

VAT number: GB799797712

Order Number : UP-REV-10113/C001

Your contact Mr Paul Jones

Bagco Limited

Tracy Buckley

Bullhouse Mill, Lee Lane**Penistone****S36 9NN Sheffield**

Tel. 01226372709

Fax 01226370224

Description	Quantity	Pretax amount
<u>Paper, printing, transportation</u>	200	586.00
Revlon sustainable Notebooks - Revlon & American Crew versions BagCo Quote No: 245610 100 - Revlon version 100 - American Crew version Size: A5 Printing in: 1 col Paper: Natural Recycled Kraft paper notebook with lined recycled paper & Rpet elastic pen loop and closure. 96 sheets Packed for deliver Delivery address: Sheree Rankin Trade Marketing Manager UK & Ireland Revlon Professional Brands Greater London House Hampstead Road London NW1 7QX Delivery date: Thurs 25th Jan		

Delivery date Thu 25/01/24

Payment mode By Transfer/60 days (invoice date)

VAT 20% UK

117.20 £

Pretax amount £	586.00
VAT amount £	117.20
VAT incl. amount £	703.20

Mr Paul Jones

Tel +44 (0) 114 220 3760 - Mail p.jones@altavia-htt.com

General Terms & Conditions of Purchase

1. Introduction

These terms and conditions shall apply to any contract between you and Altavia HTT Limited ("we", "us" or "our") for the supply of goods (including any installment or part of them) and services (including any part of them) which we are purchasing through you.

These terms and conditions supersede any of Altavia HTT Limited previous terms and conditions and any practice or course of dealing previously applying between you and Altavia HTT Limited.

2. Obligations.

You will ensure that all goods (including their packaging) and services will:

- 2.1. Comply with our specifications (or your specifications that we have expressly approved in writing) and conform to all samples approved;
- 2.2. Deliver the service to commercially acceptable quality standards, be free of defects, correctly packaged and labelled;
- 2.3. Be suitable for their intended use;
- 2.4. Not infringe, nor will our use of them infringe, anyone's intellectual property rights or any other rights.

3. Rejection

We will inspect goods and services within a reasonable time upon delivery and notify you of any noncompliance that exists and you will not claim forfeiture of our warranties in case of delayed inspection and notification. We may at our sole discretion reject and return to you at your expense, all or any part of the goods delivered in excess of the quantity ordered and/or which do not conform to our Purchase Order (hereafter referred to as PO) or your above obligations. We may also reject and return to you at your expense any partial, incomplete or early delivery. In such a case you will, at our discretion;

- 3.1. *Deliver replacement goods or services that conform to the PO and your obligations within a reasonable time, or
- 3.2. Refund us in full, or
- 3.3. Give us an appropriate discount.

If a suitable mutually agreeable solution can't be reached and at our discretion, we may also purchase substitute goods or services at your cost. You will also compensate us for any losses or damages we incur in connection with any of the above. You will bear any costs we incur in connection with the delivery of replacement goods and services including transportation, removal, examination, installation, etc. Regardless of our obligations, you are responsible for testing, inspection, quality control, and of providing certificates of analysis from accredited laboratories to us.

4. Changes and Cancellation.

Before you deliver the goods or perform the services, we may request changes. If we demonstrate that a change will reduce your costs or if you demonstrate that a change will increase your costs or affect your ability to complete our Purchase Order ("PO") on time, we will negotiate a fair adjustment to the price or schedule. We may cancel our PO with respect to any goods not yet delivered or services not yet performed by notifying you. After we notify you, you will take all reasonable steps to minimize costs due to our cancellation. As your exclusive remedy, we will pay you for your unavoidable costs incurred before receiving our notice (less any savings realized from our cancellation) that you can document to our reasonable satisfaction

5. Delivery of Goods.

Unless specified otherwise you will deliver the goods to the delivery location stated in our PO. If a fix delivery date or term is agreed for our PO, time is of the essence and if you deliver the goods or perform the services delayed, we may cancel the PO and will not pay for goods not delivered or services not performed at the promised time. We may purchase substitute goods or services at your cost and you will compensate us for any other loss we incur. You will properly package and label all deliveries as specified. You will provide accurate and complete information on all shipping and customs documents, including a description of the goods, country of origin and manufacture, currency, delivery terms.

6. Indemnification.

You will indemnify, defend and hold us (and our affiliates, employees, and agents) harmless from any and all losses, damages, fines, penalties, and expenses (including reasonable legal fees) arising from third party claims resulting from actual or alleged breaches of this PO, negligent acts or omissions, or willful misconduct by you or your employees, agents, or authorised subcontractors.

7. Data Protection – The processing of personal data

As part of the services commissioned from you, you may have to process personal data on our behalf or on behalf of our clients. Where this is the case you will at all times act in accordance with all applicable legislation in relation to data protection and privacy and will enter into a contract relating to the processing of personal data (supplier) with us in the form referenced at Annex A.

Upon the completion or termination of the PO or at any time before should the personal data no longer be required to perform the services, Altavia HTT Limited shall provide instructions for the return or destruction of personal data.

8. Audit

You allow us, directly or through a representative appointed thereby, to conduct at any time an audit of your premises (and/or of your authorized subcontractors) and to perform any checks and controls in order to ensure your full compliance with your obligations. You will notably grant access to all your documents related to the performance of services for us, to relevant data files, and will answer to any questions from the auditor. Cost of these audits will be borne by us, unless such audit shows any breach of your obligations. You shall ensure that your authorized subcontractors will comply with this clause.

9. Force Majeure

In the event that you are prevented from performing any of your obligations under this PO for reason of force majeure, the performance of the obligation concerned shall be suspended for the duration of the force majeure. If the circumstance constituting force majeure endures for more than twenty (20) days, or prevent you from performing the services within the agreed timeframe, we shall be entitled to terminate this PO with immediate effect by written notice to you, and upon such notice, you shall not be entitled to any form of compensation. Force majeure on the part of you shall in any event not include shortage of personnel or production materials or resources, strikes, breach of contract by third parties contracted by you, financial problems of you, nor the inability of you to secure the necessary licenses in respect of software to be supplied or the necessary legal or administrative permits or authorisations in relation to the Goods or Services to be supplied.

10. Intellectual property

10.1. Property rights of Altavia HTT

You acknowledge that the applications, documentation and any other data that we may provide to you (or that are provided to you on our behalf) remain our exclusive property.

10.2. Property rights of Altavia HTT

You assign on an exclusive basis to Altavia HTT, upon creation, all rights (notably intellectual property rights) on works acquired and/or created for Altavia HTT or its representatives and mentioned on the PO, such as the property of the materials and source codes of IT developments (to be delivered with appropriate documentation). This assignment notably includes the following, directly and indirectly: reproduction rights on any medium known or unknown at present, offline and online, in any format, representation rights by any transmission process and any telecommunication network, broadcasting and utilisation rights for any use and purpose (commercial, promotional, internal), adaptation rights (notably reproduction or representation under a modified form via the integration of new elements). This assignment includes the right for Altavia HTT to sub-assign or sub-license and is granted on a worldwide basis for the legal protection period or intellectual property rights.

You shall also acquire the ownership of these same rights for any elements designed by third parties and not provided by you, but which are incorporated into the order subject creation. You will justify the acquisition of these rights in order to allow their assignment in the above-mentioned conditions.

If the work involves the use of a third party's personality rights, you will obtain all the necessary authorisations and forward them to Altavia HTT.

11. Subcontracting

You are not allowed to engage subcontractors without our prior written approval.

You remain liable for the work performed by your authorised subcontractors.

12. Suspension and Termination

12.1. Without prejudice to any other right or remedy available to Altavia HTT Limited under this PO or at law, Altavia HTT Limited shall be entitled at its discretion to suspend the performance of its obligations under this PO in whole or in part or to terminate this PO in whole or in part by means of written notice to you in the event that:

12.1.1. You file a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding;

12.1.2. You become the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding and such petition or proceeding is not dismissed within thirty (30) days from filing of such petition or proceeding;

12.1.3. You cease or threaten to cease to carry on business in the ordinary course; or you breach any of your obligations under this PO or Altavia HTT Limited', in its reasonable discretion, determines that you cannot or shall not deliver the Goods or perform the Services as required.

12.2. Altavia HTT Limited shall not be liable to you by virtue of such termination.

13. Confidentiality

Any non-public information that you learn about us in connection with our PO, including the PO itself, is our confidential information and you may not disclose it to any third party. You may only use our confidential information to perform under our PO and may share it only on a need-to-know basis with your employees (and others we have previously approved who have signed confidentiality agreements reasonably acceptable to us). You are required to agree to and sign our non-disclosure agreement (NDA) upon entering into our managed vendor base.

These obligations remain in effect for the PO duration and ten (10) years following expiration due to any reason whatsoever.

14. Payment terms

Payment will be made 60 days from date of an approved invoice.

15. Advertising

You are not entitled to use our name and/or trademarks and/or other ownership, even as a trademark reference, without our prior consent in writing.

16. Corporate Social Responsibility

You will comply with the following in performing under our PO:

16.1. Forced Labour. You will not use any forced labour, which means any work or service performed involuntarily under threat of physical or another penalty. You shall respect the freedom of movement of your workers and not restrict their movement by controlling identity papers, holding money deposits, or taking any other action to prevent workers from terminating their employment. If workers enter into employment agreements with you, workers should do so voluntarily.

16.2. Child Labour. You will not directly (or indirectly through the use of your authorised subcontractors) employ any children under the age of 18 years of age unless legal, necessary, and the following are met:

16.2.1.

You will comply with the minimum employment age limit defined by national law or by International Labour Organization ("ILO") Convention 138, whichever is higher. The ILO Convention 138 minimum employment age is the local mandatory schooling age, but not less than 15 years of age (14 in certain developing countries), subject to exceptions allowed by the ILO and national law.

16.2.2. You will ensure that employees working in facilities that are manufacturing or packaging our finished products, serving as temporary employees to us, or present at our facilities, are at least 15 years of age (and no exceptions allowed by the ILO or national law will apply).

16.2.3. You must demonstrate that their employment does not expose them to undue physical risks that can harm physical, mental, or emotional development.

16.3. Diversity and Inclusion. You will hire, compensate, promote, discipline, and provide other conditions of employment based solely on an individual's performance and ability to do the job (except as required under collective bargaining agreements). You will not discriminate based on a person's race, sex, age, nationality, marital status, ethnic origin, or any legally protected status.

16.4. Harassment and Abuse. You will provide a workplace free from harassment, which can take many forms, including sexual, verbal, physical or visual behaviour that creates an offensive, hostile, or intimidating environment.

16.5. Safety and Health. You will:

16.5.1. Endeavour to provide safe working conditions,

16.5.2. Provide your employees with appropriate protection from exposure to hazardous materials, and

16.5.3. Provide your employees with access to potable water and clean sanitation facilities.

16.6. Third-Party Representation. You will respect the decision of your employees to join and support a union as well as their decision to refrain from doing so where legally permitted.

16.7. Working Hours and Compensation. Within the bounds of normal seasonal and other fluctuations in business requirements, you will

16.7.1. Maintain a reasonable overall pattern of required working hours and days off for your employees so that total work hours per week do not regularly exceed industry norms;

16.7.2. Pay fair and timely compensation, including any required premium payments for overtime work; and

16.7.3. Advise new employees at the time of hiring if mandatory overtime is a condition of employment.

16.8. Disciplinary Practices. You will not use corporal punishment or other forms of mental or physical coercion as a form of discipline.

16.9. Business Integrity. You will promote honesty and integrity in your business conduct by raising ethical awareness among your employees and providing direction and education on ethical issues. Further, you will not: pay or accept bribes, arrange or accept kickbacks, or participate in illegal inducements in business or government relationships.

16.10. Environment and Sustainability. You will work to continuously improve your environmental performance by setting and then working toward quantifiable goals that reduce the environmental impact of your activities.